

PRODUCT WARRANTY

Battery Management Systems

Manzanita Micro LLC warrants that this product will be free from defects in materials and workmanship for a period of one (1) year from the date of shipment or 1,000 hours of product operation, whichever comes first. If the product proves defective during the warranty period, Manzanita Micro, at its option, will:

- (1) repair the product by means of telephone support or in person support or,
- (2) issue an RMA number and provide factory service at no charge for parts, labor or standard return shipping after the repair, (Customer pays for shipping to Manzanita Micro)
- (3) replace the product with a comparable product which may be new or refurbished or,
- (4) refund the amount paid for the product, less a reasonable allowance for usage, and subject to a re-stocking fee upon its return.

Manzanita Micro recommends the Customer first utilize support materials shipped with the product, information contained on the Web (www.manzanitamicro.com contains the latest copies of all current product manuals), and email support. If those efforts are unsuccessful, in order to obtain service under this warranty the Customer must notify Manzanita Micro by telephone or the authorized distributor or service representative of the defect before the expiration of the warranty period. Customers will provide appropriate assistance to support personnel to resolve issues.

If telephone support is unsuccessful, Manzanita Micro or its authorized distributor or service representative will instruct the customer on how to receive warranty repair as provided below.

In-Person Service may be restricted to the continental United States of America.

Manzanita Micro reserves the right to charge for service in exception cases.

If the Customer's product contains features that enable Manzanita Micro or its authorized service representative to diagnose and repair problems with the product remotely, Manzanita Micro may request that the Customer allow such remote access to the product.

In the maintenance of the product, Manzanita Micro may use new or equivalent to new parts, assemblies or products for equal or improved quality. All defective parts, assemblies, and products become the property of Manzanita Micro. Manzanita Micro may require the return of parts, assemblies and products to a the factory or the authorized Manzanita Micro representative from which the part, assembly, or product was originally purchased. Return and claims will be handled according to the current Manzanita Micro procedure.

These warranties shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care. Manzanita Micro shall not be obligated under these warranties:

- a) to repair damage resulting from attempts by anyone other than authorized Manzanita Micro representatives to install, repair or service the product unless explicitly directed by a Manzanita Micro representative,
- b) to repair damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment,
- c) to repair damage, malfunction, or degradation of performance caused by the use of non Manzanita Micro products not specified for use with this product,

- d) to repair an item that has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the product or degrades performance or reliability,
- e) to perform user maintenance or cleaning or to repair damage, malfunction, or degradation of performance resulting from failure to perform user maintenance and cleaning as prescribed in published product materials,
- f) to repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting the operating specifications set forth in the user manual,
- g) to repair damage, malfunction, or degradation of performance resulting from failure to properly prepare and transport the product
- h) to warranty repair this product after it exceeds the 1,000 hours referenced in this warranty statement,
- i) to replace items that have been altered, modified, abused, misused, or tampered with in any way;
- j) to install replacement items that are considered customer replaceable;
- k) to support software not supplied by Manzanita Micro;
- l) to provide software or firmware updates or upgrades.
- m) to repair an item that has been damaged to do ESD (electrostatic discharge). Manzanita Micro includes warnings about ESD handling with every BMS that is shipped. Manzanita Micro will not be held liable if customers choose not to take proper precautions for handling the static sensitive BMS products.

Any service identified in the above list and provided by Manzanita Micro at the Customer's request shall be invoiced to Customer at Manzanita Micro's then current rates for parts, labor and travel.

THE ABOVE WARRANTIES ARE GIVEN BY MANZANITA MICRO WITH RESPECT TO THIS PRODUCT AND ITS RELATED ITEMS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. MANZANITA MICRO AND ITS VENDORS DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY SIMILAR STANDARD IMPOSED BY APPLICABLE LEGISLATION. MANZANITA MICRO'S RESPONSIBILITY TO REPAIR, REPLACE, OR OFFER A REFUND FOR DEFECTIVE PRODUCTS AND RELATED ITEMS IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE CUSTOMER FOR BREACH OF THESE WARRANTIES.

Some states, provinces, and countries do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state, province, or country. TO THE EXTENT ALLOWED BY LOCAL LAW, EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH IN THIS WARRANTY STATEMENT, IN NO EVENT SHALL MANZANITA MICRO AND ITS VENDORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER MANZANITA MICRO OR THE VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

For more product information visit: www.manzanitamicro.com

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August 16, 2013 Manzanita Micro LLC : Warranty for BMS